

USA DIGITAL COMMUNICATIONS, INC.

of

1603 SE 19th Street, Suite 120
Edmond, OK 73013-6625

**RATES, RULES AND REGULATIONS FOR FURNISHING
INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

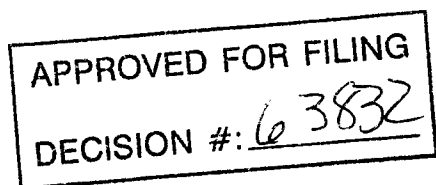
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Docket No. T-03933A-00-0714

Decision No. 63832

Decision Date: June 28, 2001



Mark Costello, President
USA Digital Communications, Inc.
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DECISION #: 63832

Mark Costello, President
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1603 SE 19th Street, Suite 120
Edmond, OK 73013-6625

Date Issued: September 14, 2000

Effective Date: June 28, 2001

CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date shown on the bottom of this page.

| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
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| 1 | Original | 23 | Original |
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| 22 | Original | | |

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such check sheet shall include an (*) beside the applicable page number and the caption "Revision No. ___."

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SYMBOLS

| | |
|------|---|
| (AT) | means addition to text. |
| (C) | means correction. |
| (CP) | means change in practice. |
| (CR) | means change in rate. |
| (CT) | means change in text. |
| (DR) | means discontinued rate. |
| (FC) | means a change in format lettering or numbering. |
| (MT) | means moved text. |
| (NR) | means new rate. |
| (RT) | means removal of text. |

In addition to symbols for changes, each provision of rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision.

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Arizona. Only those services, terms and conditions and rates and charges approved by the Arizona Corporation Commission and contained in this tariff may be provided to Customers within the States. Filed tariffs are binding upon the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Arizona Corporation Commission and the Company's principal place of business:

USA DIGITAL COMMUNICATIONS, INC.
1603 SE 19th Street, Suite 120
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These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (888) 872-3787.

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SECTION 1

TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Commission" means the Arizona Corporation Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Customer" means any person, partnership, cooperative corporation, limited liability company, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

"Customer trouble report" means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraced a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Holidays" means the holidays designated whether by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

"IXC" means interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Arizona.

"InterLATA call" means any call which is originated one LATA and terminated in another LATA .

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA regardless of which call crossed LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Arizona, regardless of whether such call crosses state boundaries prior to reaching its termination point.

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“LATA “ means a local access and transport area: a geographic area established for the provision and administration of communications services.

“LEC” means a local exchange company which is a company authorized to provide local exchange service in Arizona.

“Arizona Corporation Commission (“ACC” or “Commission”) means the regulatory body authorized by the Constitution of the State of Arizona and the law of the State of Arizona promulgated by and enacted by the Governor of Arizona, which regulated certain public utilities.

“Point of Presence (“POP”) means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

“Reseller” means a Company offered telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a reseller.

“Service” means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

“Telecommunications service” means service provided by the Company including voice, data, and all of the types of communications services, under the Company’s tariffs on file with the Public Utility Division of the Commission.

“Underlying Carrier” means the provider of telecommunications services whose network is being utilized and receives the Customer’s telecommunications traffic.

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SECTION 2

RULES AND REGULATIONS

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2.1 UNDERTAKING OF THE COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Arizona under the terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Arizona.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.3 TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
- A. The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any transfer; and,

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B. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,

C. Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

2.3.2 As relates to the assignee or transferee, deposits will not be required pursuant to Section 2.6 of this tariff.

2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 USE OF SERVICE

2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such services(s).

2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with the use by others, is prohibited.

2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Arizona, or the Customer has become an approved agent of the Company.

2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.

2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.

2.4.7 The Company's services may be denied for nonpayment of charges or for other violations of the tariff.

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2.5 LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damages), for any interruption, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with the proper evidence, is submitted within (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 DEPOSITS AND INTEREST

- 2.6.1 The Company does not intend to require a deposit of its customers.

2.7 BILLING AND BILLING DISPUTES

- 2.7.1 Billing to Customers will be scheduled monthly either by mail on CD ROM or via the Internet. Usage charges are billed in arrears. Recurring fixed charges are billed monthly. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment. A Customer's bill will be itemized and conform to standards required by the Arizona Corporation Commission & Truth in Billing Act.
- 2.7.2 The Customer is responsible for all charges including all calls places from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed. Late payment charges will be applied without discrimination.
- 2.7.4 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (888) 872-3787. The Company shall investigate the particular case and report the results to the

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Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Arizona Corporation Commission
1200 West Washington Street
Phoenix AZ 85007
(800) 222-7000

2.8 RESERVED FOR FUTURE USE

2.9 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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2.11 INSTALLATION AND TERMINATION

- 2.11.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.12 PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

- 2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 RETURNED CHECK CHARGE

- 2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (*i.e.* bank error). Disclosure of the returned check fee will appear on the Customer's phone bill.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

- 2.14.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE

- 2.15.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.16 DENIAL OF SERVICE

- 2.16.1 Service may be refused or terminated for any of the following reasons:

- A. Nonpayment of a bill within the period prescribed in the Company's tariff.
- B. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.

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- C. Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 DISCONNECTION AND NOTICE

2.17.1 When service to a Customer is to be disconnected for nonpayment of a bill for services, the Company shall give at least seven (7) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address.

2.17.2 Notices to the Customer shall contain the following information:

- A. Name, address, and telephone number of Customer.
- B. Statement of reason for proposed discontinuance of service.
- C. The date on or after which service will be discontinued unless appropriate action is taken.
- D. The telephone number of the Company where the Customer may make an inquiry.
- E. Charges for reconnection.
- F. The address and telephone number of the Commission's Consumer Services Division.

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

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2.19 INSPECTION, TESTING AND ADJUSTMENT

- 2.19.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Reseller shall be made available to the Underlying Carrier or the Reseller for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Reseller for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.20 CUSTOMER SERVICE

- 2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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SECTION 3

DESCRIPTION OF SERVICE AND RATES

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3.1 GENERAL

3.1.1 Rates and timing of calls may vary by product, time, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2 TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- A. Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- B. Chargeable time for calls ends when one of the parties disconnects from the call.
- C. Minimum call duration periods for billing purposes vary by service option.
- D. For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- E. The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 RESERVED

3.4 TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

| | MON | TUE | WED | THUR | FRI | SAT | SUN |
|----------------------------|--|-----|-----|------|-----|-----|-----|
| 8: 00 AM TO 5:00 PM* | DAYTIME RATE PERIOD | | | | | | EVE |
| 5: 00 PM TO 11:00PM* | EVENING RATE PERIOD (NON-DAY) | | | | | | |
| 11:00 PM TO 8:00 PM* | NIGHT/WEEKEND RATE PERIOD (NON-DAY) | | | | | | |

*Up to, but not including.

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- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 HOLIDAYS AND RATES

- 3.5.1 The Company may designate certain holidays on which rates may be lower.

- 3.5.2 Company-recognized holidays are presented in Section 4.3.

3.6 PROMOTIONAL OFFERINGS

- 3.6.1 The Company may from time to time engage in promotional trial service offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will notify the Arizona Corporation Commission by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, thirty (30) days in advance, for approval of promotional service offerings.

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SECTION 4

COMPANY SPECIFIC INFORMATION

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4.1 GENERAL (Reserved)

4.2 SERVICES PROVIDED

4.2.1 Switched Access, Feature Group D, One-Plus/Casual Access.

USA Digital Communications, Inc. will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800/888 Service, and Directory Assistance.

USA Digital Communications Inc.'s 1+ InterLATA service will be provided through a pre-subscribed carrier. A Customer will be able to access USA Digital Communications, Inc.'s network either by providing USA Digital Communications, Inc. a letter of agency permitting USA Digital Communications, Inc. to become the Customer's primary carrier, or by dialing a 10XXX or some other equivalent carrier access code.

USA Digital Communications, Inc.'s 1+ IntraLATA traffic will be provided through 10XXX or some other equivalent carrier access code.

4.2.2 Switched Access, 800/888 In-bound Service.

800/888 service is the furnishing of dial-type inter/intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

800/888 service permits a user to place either InterLATA or IntraLATA long distance calls to a USA Digital Communications, Inc. Customer with the cost of the phone call borne by the Customer. The Customer is charged a flat rate per minute and monthly fee for long distance service, per 800/888 line.

800/888 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.

800/888 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800/888 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

800/888 numbers can be reserved by USA DIGITAL COMMUNICATIONS, INC. through its 800/888 service provider via SMBS Bell Core. Conditions of reservations are subject to FCC and Bell Core rules and regulations regarding 800/888 reservations.

Mark Costello, President
USA Digital Communications, Inc.
1603 SE 19th Street, Suite 120
Edmond, OK 73013-6625

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DECISION #: 63832

4.2.3 Travel Card 800 Access Service.

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touch-tone phone, anywhere in the continental United States.

4.3 Holidays

USA Digital Communications, Inc.'s recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

4.4 Company Specific Customer Service

Front line customer service for USA Digital Communications, Inc. customers will be provided by the company's underlying carrier, but customers with questions about their service or billing may also contact USA Digital directly for assistance.

4.5 Contracts for Services

All services for telecommunications products are arranged by a signed contract between the company and the Customer.

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SECTION 5

DESCRIPTION OF RATES AND CHARGES**Original Rates:**

Abbreviations: D = Day; E = Evening; N= Night; W = Weekend; # min. = Number of Minutes; Applic. = Applicable

Product Description: 1+ Dedicated = T-1 System; 1+ Switched = Non-T-1 System; Travel = Travel Card

Timing: Day Rates are from 8:00 A.M. up to but not including 5:00 P.M. Monday through Friday; Evening Rates are from 5:00 P.M. up to but not including 11:00 P.M. Sunday through Friday; Night Rates are from 11:00 P.M. through up to but not including 8:00 A.M. Sunday through Thursday; Weekend Rates are from 11:00 P.M. Friday Night up to but not including 5:00 P.M. Sunday; Holiday Rates are the same as Night Rates.

Billing Increments: (Initial billing increment)/(subsequent billing increments). Example: 6s/6s = 6 second initial billing increment/6 second subsequent billing increments.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

| <u>Code</u> | <u>Product</u> | <u>Time</u> | <u>Billing Increments</u> | <u>Interstate/ Intrastate</u> | <u>Inbound/ Outbound</u> | <u>Applicable Rate Per Minute</u> |
|-------------|----------------|-------------|-------------------------------|-----------------------------------|------------------------------|---|
| AZ1 | 1+ Dedicated | D/E/N/W | 6s x 6s | Interstate | Inbound | \$0.045 |
| AZ2 | 1+ Dedicated | D/E/N/W | 6s x 6s | Interstate | Outbound | \$0.045 |
| AZ3 | 1+ Dedicated | D/E/N/W | 6s x 6s | Intrastate | Inbound | \$0.087 |
| AZ4 | 1+ Dedicated | D/E/N/W | 6s x 6s | Intrastate | Outbound | \$0.101 |
| AZ5 | 1+ Switched | D/E/N/W | 6s x 6s | Interstate | Inbound | \$0.069 |
| AZ6 | 1+ Switched | D/E/N/W | 6s x 6s | Interstate | Outbound | \$0.069 |
| AZ7 | 1+ Switched | D/E/N/W | 6s x 6s | Intrastate | Inbound | \$0.183 |
| AZ8 | 1+ Switched | D/E/N/W | 6s x 6s | Intrastate | Outbound | \$0.172 |
| AZ9 | Travel | D/E/N/W | 6s x 6s | Both | Both | \$0.20 |

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Maximum Rates:

Abbreviations: D = Day; E = Evening; N = Night; W = Weekend; # min. = Number of Minutes; Applic. = Applicable

Product Description: 1+ Dedicated = T-1 System; 1+ Switched = Non-T-1 System; Travel = Travel Card

Timing: Day Rates are from 8:00 A.M. up to but not including 5:00 P.M. Monday through Friday; Evening Rates are from 5:00 P.M. up to but not including 11:00 P.M. Sunday through Friday; Night Rates are from 11:00 P.M. through up to but not including 8:00 A.M. Sunday through Thursday; Weekend Rates are from 11:00 P.M. Friday Night up to but not including 5:00 P.M. Sunday; Holiday Rates are the same as Night Rates.

Billing Increments: (Initial billing increment)/(subsequent billing increments). Example: 6s/6s = 6 second initial billing increment/6 second subsequent billing increments.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

| <u>Code</u> | <u>Product</u> | <u>Time</u> | <u>Billing Increments</u> | <u>Interstate/ Intrastate</u> | <u>Inbound/ Outbound</u> | <u>Applicable Rate Per Minute</u> |
|-------------|----------------|-------------|-------------------------------|-----------------------------------|------------------------------|---|
| AZ1 | 1+ Dedicated | D/E/N/W | 6s x 6s | Interstate | Inbound | \$0.090 |
| AZ2 | 1+ Dedicated | D/E/N/W | 6s x 6s | Interstate | Outbound | \$0.090 |
| AZ3 | 1+ Dedicated | D/E/N/W | 6s x 6s | Intrastate | Inbound | \$0.174 |
| AZ4 | 1+ Dedicated | D/E/N/W | 6s x 6s | Intrastate | Outbound | \$0.202 |
| AZ5 | 1+ Switched | D/E/N/W | 6s x 6s | Interstate | Inbound | \$0.138 |
| AZ6 | 1+ Switched | D/E/N/W | 6s x 6s | Interstate | Outbound | \$0.138 |
| AZ7 | 1+ Switched | D/E/N/W | 6s x 6s | Intrastate | Inbound | \$0.322 |
| AZ8 | 1+ Switched | D/E/N/W | 6s x 6s | Intrastate | Outbound | \$0.338 |
| AZ9 | Travel | D/E/N/W | 6s x 6s | Both | Both | \$0.40 |

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ORIGINAL

TARIFF ARIZONA NO. 1
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TARIFF ARIZONA NO. 1
Original Title Page

UNIVANCE TELECOMMUNICATIONS, INC. LONG DISTANCE SERVICE

This tariff applies to Univance Telecommunications, Inc. Long Distance telecommunications services furnished in accordance with the rules and regulations of the Arizona Corporation Commission and Arizona Administrative Code Sections R14-2-501 et seq. and the laws of the State of Arizona. Service is provided throughout the State of Arizona.

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TARIFF ARIZONA NO. 1

1st Revised Page No.1, canceling Original Page No. 1

CHECK SHEET

Pages 1 through 23, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

-T-

| SHEET | REVISION |
|-------|-------------------------|
| 1 | 1 st Revised |
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| 22 | Original |
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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

| | | |
|---|---|---|
| C | - | to signify a changed regulation |
| D | - | to signify a discontinued rate or regulation |
| I | - | to signify a rate increase |
| M | - | to signify a matter moved or relocated without change |
| N | - | to signify a new rate or regulation |
| R | - | to signify a reduction |
| S | - | to signify a reissued matter |
| T | - | to signify a change in text but no change in rate or regulation |
| Z | - | to signify a correction |

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TARIFF ARIZONA NO. 1
1st Revised Page No. 6, canceling Original Page No. 6

EXPLANATION OF ABBREVIATIONS

Company - Univance Telecommunications, Inc.
STD. - Standard
DIS. - Discount
ECO. - Economy

-D-

-D-

DEFINITIONS

Access Line: A transmission path that connects a Customer premise to a Local Exchange Carrier's Central Office.

Call: A completed connection established between a calling station and one or more called stations.

Called Station: The station (i.e. telephone number) called, or the terminating point of call.

Calling Card: A card assigned by local telephone companies which enables users to bill telephone calls to their telephone company account.

Company: The term "Company" denotes Univance Telecommunications, Inc.

Customer: The person or legal entity which orders long distance service (either directly or through an agent) or is responsible for payment of tariff charges for services furnished to that Customer.

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TARIFF ARIZONA NO. 1

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DEFINITIONS (CONT'D)

Operator Assisted: Calls wherein the end user dials "0" plus the called number and, with the assistance of an operator, chooses to bill the call to a third party number to provide billing and collection services on behalf of its customers, including the Company.

-T-

Customer Dialed Calling Card Station: A Calling Card call which does not require intervention by an attended operator position to complete.

-D-

Customer Dialed/Automated: Calls wherein the end user dials "0" plus the called number and chooses to bill the call to a calling card or the called number (collect call) and wherein call placement and recordation of billing information if performed without the assistance of a live operator.

Operator Station: Services, other than Customer Dialed Calling Station service and person-to person service, which require the assistance of an operator to complete the call.

Person-to-Person: Service for which the person originating the call specifies to the operator a particular person, mobile station, department, extension, or office to be reached.

Premises: A building on continuous property not separated by a public thoroughfare.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of long distance telecommunications service by Univance Telecommunications, Inc. (hereinafter referred to as the Company) in the State of Arizona as specified in Sections 3 and 4. Service is furnished subject to transmission, atmospheric and like conditions.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Long Distance Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue services when necessary because of the lack of local facilities or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

Except as stated in this Section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

- (A) Univance shall not be liable for any failure of performance hereunder for any claim or loss, expense of damages (including indirect, special or consequential damages) for any interruption, delay, error, mistake, omission, or other defect or

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2. REGULATIONS, CONT'D

misrepresentation in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than Univance, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, explosion, vandalism, cable cut, storm, riot, civil disturbance, or act of government, or by any other similar occurrence or cause beyond Univance Telecommunications, Inc. direct control.

(B) Univance Telecommunications, Inc. shall not be liable for, and shall be fully indemnified and held harmless by Customer against:

- (1) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement or copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by Univance under this tariff.
- (2) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any act or omission of the customer or for any claim or loss, expense or damage due to the failure of Customer-provided equipment, facilities, or services.
- (3) Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the

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2. REGULATIONS, CONT'D.

installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Univance Telecommunications, Inc., if not caused by the negligence of Univance Telecommunications, Inc.

- (4) The Customer shall be liable for damages to the facilities of the Company caused by negligence or willful acts of officers, employees, agents or contractors of the Customer.
- (B) Univance Telecommunications, Inc. shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of the Univance Telecommunications, Inc. negligence.
- (C) Univance Telecommunications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- (D) All or a portion of the Service may be provided over facilities of third parties, and Univance Telecommunications, Inc. shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

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2. REGULATIONS, CONT'D.

2.1.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible to the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

Long Distance Telecommunications Service shall not be used for any unlawful purposes.

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2. REGULATIONS, CONT'D.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.3.3 Credit Requirements and Deposit Information

Univance Telecommunications, Inc. requires a minimum of two years in business to subscribe to our services. Any new business or business existing less than two years requires a deposit not to exceed one month's average usage. Any business determined to be "high risk" for poor credit history requires a minimum deposit of two month's average usage.

Univance Telecommunications, Inc. handles complaints regarding transmission or network problems immediately via "trouble tickets" issued on line to Frontier Communications. Univance Telecommunications, Inc. follows up with customers to insure the problems have been corrected. Problems stemming from charges or credits owed are also handled immediately via 24-hour customer service. All customers may reach

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2. REGULATIONS, CONT'D.

Univance Telecommunications, Inc. through our toll free line 1-800-864-4306. Should customers feel they have been overcharged or misrepresented and have documented proof of rates offered, Univance Telecommunications, Inc. will immediately credit all overcharges. Univance Telecommunications, Inc. will make reasonable efforts to honor all rates. If it is determined the rates offered are unreasonable and / or unprofitable, Univance Telecommunications, Inc. will pay the charges to convert the customer to their previous carrier.

Univance Telecommunications, Inc. practices "standard" rate programs for all customers. In the event Univance Telecommunications, Inc. was to provide a "non-standard" rate program, Univance Telecommunications, Inc. would file an additional tariff in the appropriate state of which the customer does business and any state affected due to remote office.

2.4 Use of Service

Long Distance Telecommunications Service may be used to transmit communication of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

Use of Long Distance Telecommunications Service is considered an order for such service.

2.5 Customer Equipment and Channels

2.5.1 Interconnection of Facilities

- (A) Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels from the

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2. REGULATIONS, CONT'D.

Company for Long Distance Telecommunications Services are not covered by this tariff.

- (B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.5.2 Inspections

- (A) The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will notify the Customer by registered mail in writing of the need for protective action. In the event that the customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The

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2. REGULATIONS, CONT'D.

Company will upon request 24 hours in advance provide Customer with a statement of parameters that the Customer's equipment must meet.

2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of telecommunication services furnished by the Company. If applicable, federal, state and local taxes may be added to the bill submitted to the Customer by the Company. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements.
- (B) Bills are due and payable by the 7th of each month. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) days after the invoice date listed on the bill it shall become a delinquent bill and interest at the lesser of (1) the rate of three percent (3%) per month or (2) the highest rate allowed by law the law of Arizona per month shall accrue upon any unpaid amount. If the Company initiates legal proceedings to collect any amount due hereunder the Company substantially prevails in such proceedings then the defendant Customer shall pay the reasonable attorney's fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (C) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or non-existent account.

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2. REGULATIONS, CONT'D.

- (D) Customers are responsible for any charges for Company services they have used (but were not billed) up to three months immediately preceding the date of the bill, except for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the company) which shall have a six-month back billing period. In case of fraud, a back billing period of no more than three years will apply.

2.6.2 Discontinuance of Service for Cause

Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, after five days advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.

These restriction on Long Distance Telecommunications Service may include, but are not limited to, the following: the Company may withhold the use of a specific 800 number or deny its transfer to another carrier for nonpayment of charges due as specified in the preceding section. Such action may be taken without written notice being sent to the Customer. Upon payment of charges by the Customer this restriction on the use of a specific 800 number will be removed.

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TARIFF ARIZONA NO. 1

1st Revised Page No. 17 canceling, Original Page No. 17

3 SERVICE OFFERINGS (Con't)

3.1 Intrastate and Interstate Long Distance Telecommunications Service

3.1.1(a) Description of Services

Intrastate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the State of Arizona. Interstate Long Distance Telecommunications Service consists of the furnishing of switched and dedicated telephone service between points within the United States Mainland; and between the Mainland and Alaska and Hawaii. Such services are available twenty-four (24) hours a day, seven (7) days a week.

3.1.1(b) Explanation of Rates For Intrastate and Interstate Long Distance Telecommunications Service

The rates for the Company's Intrastate and Interstate Long Distance Telecommunications Service will depend on the length of the call. Rates are "flat" rated and apply to all contiguous Arizona and contiguous U.S. calls regardless of distance. Non-mainland U.S. calls are charged by destination and are also "flat " rated. The following Rate Schedule in Section 4.1.1(c), 4.1.1(d) and 4.1.1(f) represents the maximum applied rate for Intrastate, Interstate and Extended services.

-T-

The Company may request any customer to pay in advance for toll services based on a good faith estimate of traffic volumes. At the Company's discretion a deposit of (1) month's estimated call volume may be reacquired and may be reimbursed upon establishing prompt payment history.

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4. RATES

4.1.1(a) Operator Service

The appropriate per minute rate as described in Section 4.1.1(c), 4.1.1(d) and 4.1.1(f) will apply plus a call placement charge added to the first minute of each call as shown in Section 4.1.1(e). An operator- dialed surcharge will be applied, if necessary.

-T-

4.1.1(b) Class of Service

The Company provides the following classes or service:

Direct Dial

800 Service

T-1 Dedicated Service

All services are billed in 6 to 30 second minimum and 6 second rounding thereafter.

-T-

4.1.1(c) Intrastate Rate Programs

1. Switched Access Intrastate Rates

| | |
|----------------|-----------------|
| ▪ Group V | 18.5 cents/min |
| ▪ K59 | 15.88 cents/min |
| ▪ K69 | 17.8 cents/min |
| ▪ K59B | 15.38 cents/min |
| ▪ K69B | 15.38 cents/min |
| ▪ VG4 | 20.20 cents/min |
| ▪ VG5 | 20.20 cents/min |
| ▪ Bi-Lo | 16.8 cents/min |
| ▪ Passport | 16.75 cents/min |
| ▪ Dollar Saver | 16.2 cents/min |

-N-

2. Dedicated Intrastate Service Rates

| | |
|--------------------|-----------------|
| ▪ K31, K35, K39 | 10.5 cents/min |
| ▪ K31B, K35B, K39B | 9.35 cents/min |
| ▪ MD01-02 | 9.4 cents/min |
| ▪ MD03-07 | 10.13 cents/min |

-N-

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4. RATES (Cont'd)

4.1.1(c) Intrastate Rate Programs (Cont'd)

- | | | | |
|----|---|-----------------|-----|
| 3. | Calling Card Intrastate Service Rates | | |
| | ▪ Group V, K59, K69 | 18.0 cents/min | -N- |
| | ▪ K59B, K69B | 13.5 cents/min | |
| | ▪ VG4, VG5, Passport | 17.9 cents/min | |
| | ▪ Bi-Lo, Dollar Saver | 13.9 cents/min | |
| 4. | Switched Access 800 Intrastate Service Rates | | -N- |
| | ▪ Group V | 18.5 cents/min | |
| | ▪ K59 | 15.88 cents/min | |
| | ▪ K69 | 17.8 cents/min | |
| | ▪ K59B | 15.88 cents/min | |
| | ▪ K69B | 15.88 cents/min | |
| | ▪ VG4 | 20.20 cents/min | |
| | ▪ VG5 | 20.20 cents/min | |
| | ▪ Bi-Lo | 16.8 cents/min | |
| | ▪ Passport | 16.75 cents/min | |
| | ▪ Dollar Saver | 16.2 cents/min | |
| 5. | Dedicated Access 800 Intrastate Service Rates | | -N- |
| | ▪ K31, K35, K39 | 10.5 cents/min | |
| | ▪ K31B, K35B, K39B | 8.7 cents/min | |
| | ▪ MD01-02 | 9.4 cents/min | |
| | ▪ MD03-07 | 10.13 cents/min | |

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4. RATES (Cont'd)

4.1.1(d) Interstate Rate Programs

| | | | |
|--|------|-----------|-----|
| 1. Switched Access Interstate Rates | | | |
| ▪ Group V | 8.9 | cents/min | -N- |
| ▪ K59 | 5.9 | cents/min | |
| • K69 | 6.9 | cents/min | |
| • K59B | 5.9 | cents/min | |
| • K69B | 6.9 | cents/min | |
| • VG4 | 7.9 | cents/min | |
| • VG5 | 7.9 | cents/min | |
| • Bi-Lo | 6.9 | cents/min | |
| • Passport | 7.9 | cents/min | |
| • Dollar Saver | 5.9 | cents/min | |
| 2. Dedicated Interstate Service Rates | | | |
| ▪ K31 | 3.1 | cents/min | -N- |
| ▪ K35 | 3.5 | cents/min | |
| ▪ K39 | 3.9 | cents/min | |
| ▪ K31B | 3.4 | cents/min | |
| ▪ K35B | 3.67 | cents/min | |
| ▪ K39B | 4.07 | cents/min | |
| 3. Calling Card Interstate Service Rates | | | |
| ▪ Group V, K59, K69 | 18.0 | cents/min | -N- |
| ▪ K59B, K69B | 13.5 | cents/min | |
| ▪ VG4, VG5, Passport | 17.9 | cents/min | |
| ▪ Bi-Lo, Dollar Saver | 13.9 | cents/min | |

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4. RATES (Cont'd)

4.1.1(d) Interstate Rate Programs (Cont'd)

| | | | |
|----|---|----------------|-----|
| 4. | Switched Access 800 Interstate Service Rates | | |
| | ▪ Group V | 8.9 cents/min | -N- |
| | ▪ K59 | 5.9 cents/min | |
| | • K69 | 6.9 cents/min | |
| | • K59B | 5.9 cents/min | |
| | • K69B | 6.9 cents/min | |
| | • VG4 | 7.9 cents/min | |
| | • VG5 | 7.9 cents/min | |
| | • Bi-Lo | 6.9 cents/min | |
| | • Passport | 7.9 cents/min | |
| | • Dollar Saver | 5.9 cents/min | |
| 5. | Dedicated Access 800 Interstate Service Rates | | |
| | ▪ K31 | 3.1 cents/min | -N- |
| | ▪ K35 | 3.5 cents/min | |
| | ▪ K39 | 3.9 cents/min | |
| | ▪ K31B | 3.5 cents/min | |
| | ▪ K35B | 3.82 cents/min | |
| | ▪ K39B | 4.24 cents/min | |

4.1.1(e) Monthly Fees and Service Charges

| | | |
|---|------|-----|
| Operator Assisted Service Charge (per call) | 0.35 | |
| 800 Monthly Service Fee | 0.99 | -N- |
| Dollar Saver Monthly Service Fee | 3.95 | |
| K58B, K59B Monthly Charge | 3.00 | |

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4. RATES (Cont'd)

4.1.1(f) Extended Area Service Rates(maximun applied rates)

1. Switched Access Extended Rates

| | | |
|----------------------------|-----------------|-----|
| Alaska Outbound | 24.5 cents/ min | -N- |
| Alaska 800 | 24.5 cents/ min | |
| Hawaii Outbound | 24.5 cents/ min | |
| Hawaii 800 | 24.5 cents/ min | |
| Puerto Rico Outbound | 24.5 cents/ min | |
| Puerto Rico 800 | 24.5 cents/ min | |
| US Virgin Islands Outbound | 24.5 cents/ min | |
| US Virgin Islands 800 | 24.5 cents/ min | |
| Mexico (maximum) | 24.5 cents/min | |
| Canada Outbound | 24.5 cents/ min | |
| Canada 800 | 24.5 cents/ min | |

2. Calling Card Extended Rates

| | | | |
|---|----------------|--|-----|
| - | 43.7 cents/min | (Includes Alaska, Hawaii, Puerto Rico, and US Virgin Islands) | -N- |
| - | 43.7 cents/min | (Includes Canada) | |
| - | 43.7 cents/min | (Includes Mexico) | |

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4. RATES (Cont'd)

4.1.1(f) Extended Area Service Rates(maximun applied rates)

1. Dedicated Access Extended Rates

| | | |
|----------------------------|-----------------|-----|
| Alaska Outbound | 24.5 cents/ min | -N- |
| Alaska 800 | 24.5 cents/ min | |
| Hawaii Outbound | 24.5 cents/ min | |
| Hawaii 800 | 24.5 cents/ min | |
| Puerto Rico Outbound | 24.5 cents/ min | |
| Puerto Rico 800 | 24.5 cents/ min | |
| US Virgin Islands Outbound | 24.5 cents/ min | |
| US Virgin Islands 800 | 24.5 cents/ min | |
| Mexico (maximum) | 24.5 cents/min | |
| Canada Outbound | 24.5 cents/ min | |
| Canada 800 | 24.5 cents/ min | |

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